

CASE NUMBER 15-02-RP

REPLAT

GLADE PARKS RESIDENTIAL ADDITION PHASE 1

CONTAINING LOTS 14R THROUGH 26R, BLOCK A, LOTS 13R THROUGH 21R, BLOCK B, AND LOTS 1R THROUGH 4R, BLOCK C BEING A REVISION OF GLADE PARKS RESIDENTIAL PHASE 1, LOTS 14 THROUGH 26, BLOCK A, LOTS 13 THROUGH 21, BLOCK B,

AND LOTS 1 THROUGH 4, BLOCK C IN THE CITY OF EULESS, TARRANT COUNTY, TEXAS Previously filed in Doc. No. D214187103, Official Public Records, Tarrant County, Texas, And being part of the J. Doss Survey, Abstract No. 441

City of Euless, Tarrant County, Texas.

OWNER / APPLICANT Community Development Capital Group, LLC c/o CDCG Asset Management, LLC 8585 E. Hartford Drive, Ste. 200 Scottsdale, AZ 85255 Telephone (602) 284-2227 Contact: Steven S. Benson

OWNER / APPLICANT K. Hovnanian Homes 5805 Plano Parkway Plano, Texas 75093 Telephone (469) 737-1400 Contact: Daniel Satsky

ENGINEER / SURVEYOR Spiars Engineering, Inc. 765 Custer Road, Suite 100 Plano, TX 75075 Telephone: (972) 422-0077 TBPE No. F-2121 Contact: John Spiars

Scale: 1" = 40' September, 2015 SEI Job No. 13-140

	Line Table	
Line #	Bearing	Distance
BL1	N 16°04'08" W	6.64'
BL2	N 73°05'27" W	32.85
BL3	N 78°31'02" W	28.59
BL4	N 85°13'31" W	36.26
BL5	N 86°54'17" W	25.54
BL6	N 34°44'52" W	39.04
BL7	N 61°33'09" E	14.31'
BL8	S 58°19'41" W	14.68'
BL9	N 33°06'55" W	13.92'
BL10	N 27°43'46" W	13.79'
BL11	N 69°21'12" E	14.06'
BL12	S 65°18'01" E	18.85
L13	S 85°27'41" E	43.65

	Curve Table												
e	Curve #	Length	Radius	Delta	Chord Bearing	Chord Dist.							
	BC1	91.71'	635.00'	8*16'29"	N 86°28'02" W	91.63'							
	BC2	186.61	2824.64	3°47'07"	N 16°16′50" E	186.57'							
	ВСЗ	128.28'	2714.64	2°42'27"	S 16°49'10" W	128.26'							
	BC4	147.16	50.00'	168'37'44"	S 32°17'35" E	99.51'							
	BC5	132.42'	50.00'	151°44'14"	N 57°54'40" E	96.97'							
	BC6	50.76'	2394.64	1°12′52"	N 16°30′50" E	50.75'							
	BC7	359.56	2444.64	8°25'37"	S 19°52'16" W	359.23'							
	BC8	136.03'	2664.64	2*55'30"	N 16°44'40" E	136.01'							
	BC9	262.01'	2554.64	<i>5</i> *52'35"	N 21°08'42" E	261.90'							
	BC10	212.76	2394.64	5*05'26"	N 21°20′32" E	212.69'							
	BC11	74.69'	510.00'	8°23'29"	S 69°29'46" E	74.63'							

	Lo	t Table				Lo	t Table	
Lot No.	Block	Square Feet	Acres		Lot No.	Block	Square Feet	Acres
14	Α	5,585	0.128		13	В	5,889	0.135
15	Α	5,585	0.128		14	В	9,373	0.215
16	Α	5,562	0.128		15	В	8,131	0.187
17	Α	8,864	0.203		16	В	5,640	0.129
18	Α	13,863	0.318		17	В	5,640	0.129
19	Α	7,035	0.162		18	В	5,640	0.129
20	Α	5,770	0.132		19	В	5,639	0.129
21	Α	7,362	0.169		20	В	5,639	0.129
22	Α	5,979	0.137		21	В	5,639	0.129
23	Α	6,865	0.158					
24	Α	11,139	0.256			Lo	t Table	
				1				

6,058 0.139

3 C 5,819 0.134

4 | C | 6,524 | 0.150 |

OWNER'S CERTIFICATE

STATE OF TEXAS COUNTY OF TARRANT §

WHEREAS K. Hovnanian Homes — DFW, L.L.C., and Community Development Capital Group LLC, are the owners of the following:

BEING all those certain lots, tracts, or parcels of land situated in the J. Doss Survey, Abstract No. 441, City of Euless, Tarrant County, Texas, and being all of Lots 14 through 26, Block A, and all of Lots 13 through 21, Block B, and all of Lots 1 through 4, Block C, of Glade Parks Residential Phase 1, an addition to the City of Euless, Texas, according to the plat thereof recorded in Document No. D214187103 of the Official Public Records, Tarrant County,

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That K. Hovnanian Homes — DFW, L.L.C., and Community Development Capital Group LLC, through the undersigned authorities, do hereby adopt this replat designating the herein above described property as GLADE PARKS RESIDENTIAL ADDITION PHASE 1, an addition to the City of Euless Texas, and do hereby dedicate to the public use forever the streets and alleys shown hereon; and do hereby dedicate the easements shown on the plat for mutual use and accommodation of all public utilities desiring to use, or using same, said dedications being free and clear of all liens and encumbrances, except as shown herein, K. Hovnanian Homes — DFW, L.L.C., and Community Development Capital Group LLC do hereby bind themselves, their successors and assigns to forever warrant and defend all and singular the above described streets, alley, easements and right unto the public against every person whomsoever lawfully claiming or to claim the same or any part thereof. No permanent buildings or structures shall be constructed over any existing or platted easement of any type. Any fencing, trees, shrubs or other improvements may only be placed in or over any existing or platted easement of any type with the authorization of the City of Euless or easement holder(s). The City of Euless at the owner's expense, and any easement holder, shall have the right to move and keep removed all or part of any fence, tree, shrub, or other improvements or growths which in any way endangers or interferes with the construction, maintenance, or efficiency of its respective systems on any of the easements shown on the plat; and The City of Euless and any easement holder shall have the right at all times to ingress and egress upon said easements for the purpose of construction, reconstruction, inspection, patrolling, maintaining, and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.

Witness our hands this _____ day of _____, 2015.

COMMUNITY DEVELOPMENT CAPITAL GROUP LLC

a Delaware limited liability company

Steven S. Benson, the manager of CDCG Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of Community Development Capital Group LLC

K. HOVNANIAN HOMES - DFW, L.L.C.

a Texas limited liability company

Jimmy Brownlee, Division President

STATE OF ARIZONA COUNTY OF MARICOPA §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Steven S. Benson, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2015.

Notary Public, State of Arizona

STATE OF TEXAS COUNTY OF COLLIN

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Jimmy Brownlee, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2015.

Notary Public, State of Texas

PERPETUAL MAINTENANCE AGREEMENT

STATE OF TEXAS COUNTY OF TARRANT §

KNOW ALL MEN THESE PRESENTS:

The following reservations, restrictions, and covenants are imposed on all of Lots 14 through 26, Block A, and all of Lots 13 through 21, Block B, and all of Lots 1 through 4, Block C, of the Replat of Glade Parks Residential Phase 1, as it abuts, is adjacent to, or is included within the floodplain easements, drainage easements or emergency access easements shown on the plat filed herewith:

- 1. No commercial building, outbuilding, fence, or other structure shall be erected on said easement except for small ornamental walls, patios, and other landscaping, provided however, these items allowed shall not interfere in any way with the free flow of water in said channel or narrow the existing channel of the stream or interfere with free access by way of the easement for maintenance purposes without written consent of the City Engineer.
- 2. The Lot owner shall be responsible for the maintenance of his portion of said easement in order to preserve its beauty and to prevent any obstruction, flooding, or erosion. Such maintenance shall include but shall not be limited to the following:
 - a. Mowing grass and preventing the growth of weeds.
 - b. Preventing the growth of trees or permitting other obstructions to the easement which would obstruct free access for maintenance purposes.
 - c. Preventing erosion by corrective construction if necessary. d. Preventing the accumulation of trash and debris in the easement.
- 3. In addition to other rights of enforcement contained in these restrictions or available by statutes, ordinance, or common law, the Dedicator, his successors and assigns, and all parties claiming title to all of Lots 14 through 26, Block A, and all of Lots 13 through 21, Block B, and all of Lots 1 through 4, Block C, of the Replat of Glade Parks Residential Phase 1, by, through or under him, shall be taken to hold, agree, and covenant with the Dedicator and his successors and assigns, and with each of them to conform to and observe all restrictions and covenants as to the use and maintenance of said easement and Dedicator or owner or any of the above shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions and covenants above set forth, in addition to the ordinary legal action for damages, and failure of the Dedicator or the owners of another lot or lots shown to abut said easement to enforce any other restrictions or covenants herein set forth at the time of violation shall in no event be deemed to be a waiver of the right to do so at any time thereafter.
- 4. In addition to the rights of enforcement given to Dedicator and other Lot owners as set forth in Paragraph 3 above, it specifically provided that the City of Euless may, at its option, bring any action and obtain any remedy to enforce or prevent the breach of said restrictions.
- 5. It is specifically provided that the Dedicator, his successors and assigns, other Lot owners and the City of Euless as provided above, shall have the right to recover their attorney's fees, court costs, and expenses incurred in any suit to enforce or prevent the breach of any covenant or restriction applicable to said easement.
- 6. In addition to the remedies above provided, the City of Euless may, at its option, thirty days after written notices to a lot owner, enter the easement and perform the necessary maintenance repair and charge the lot owner or owners the pro—rata cost thereof. Said charges shall be a lien on the abutting lot or lots inferior only to prior recorded liens on said lot or lots.

TO HAVE AND TO HOLD the above—described Perpetual Maintenance Agreement in and to said premises with the right of ingress and egress thereto, together with all and singular the usual rights thereto in any wise belonging, unto the said City of Euless, Texas, and its successors and assigns forever, and I do hereby bind myself, my heirs, executors and administrators to warrant and forever defend, all and singular, the said premises unto the said City of Euless, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed this _____ day of ______, 2015.

COMMUNITY DEVELOPMENT CAPITAL GROUP LLC

a Delaware limited liability company

Steven S. Benson, the manager of CDCG Asset Management LLC, an Arizona limited liability company, the Authorized Agent of Community Development Capital Group LLC

K. HOVNANIAN HOMES - DFW, L.L.C.

a Texas limited liability company

Jimmy Brownlee, Division President

STATE OF ARIZONA COUNTY OF MARICOPA §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Steven S. Benson, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2015.

Notary Public, State of Arizona

STATE OF TEXAS COUNTY OF COLLIN

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Jimmy Brownlee, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2015.

Notary Public, State of Texas

SURVEYOR'S CERTIFICATE

That I,	Darren	ı K. B	rown,	of Sp	oiars	Engin	eering,	Inc.,	do	hereby	certi	fy th	at I	prepo	ired th	nis pla	at and	the	e field	d not
made d	a part	thereo	f from	an c	actual	and	accura	te si	urvey	of the	land	and	that	the	corne	r mor	nument	s sh	own	there
were p	roperly	place	d unde	r my	pers	sonal	supervi	ision	, in	accorda	nce	with	the	Subdi	ivision	Regu	Ilations	of	the	City
Euless,	Texas.																			

2015

Dated this the	day of	, 2015.	
			0 F
			GIST

DARREN K. BROWN, R.P.L.S. NO. 5252



STATE OF TEXAS COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Darren K. Brown, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

SIVEN	UNDER MY	HAND	AND	SEAL	OF	OFFICE	this	the		day	of		
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Notary Public, State of Texas

CITY APPROVAL

The City of Euless Planning and Zoning Commission, being the municipal authority responsible for approving plats, approved this plat on the date specified below and authorizes it to be recorded in the Plat Records of Tarrant County, Texas.

Chairman, Euless Planning and Zoning Commission Date of P&Z approval

CASE NUMBER 15-02-RP

REPLAT

GLADE PARKS RESIDENTIAL ADDITION PHASE 1

CONTAINING LOTS 14R THROUGH 26R, BLOCK A, LOTS 13R THROUGH 21R, BLOCK B, AND LOTS 1R THROUGH 4R, BLOCK C BEING A REVISION OF GLADE PARKS RESIDENTIAL PHASE 1, LOTS 14 THROUGH 26, BLOCK A, LOTS 13 THROUGH 21, BLOCK B,

AND LOTS 1 THROUGH 4, BLOCK C IN THE CITY OF EULESS, TARRANT COUNTY, TEXAS Previously filed in Doc. No. D214187103, Official Public Records, Tarrant County, Texas, And being part of the J. Doss Survey, Abstract No. 441 City of Euless, Tarrant County, Texas.

OWNER / APPLICANT Community Development Capital Group, LLC c/o CDCG Asset Management, LLC 8585 E. Hartford Drive. Ste. 200

Scottsdale, AZ 85255

Telephone (602) 284-2227

Contact: Steven S. Benson

OWNER / APPLICANT K. Hovnanian Homes 5805 Plano Parkway Plano, Texas 75093 Telephone (469) 737-1400 Contact: Daniel Satsky

ENGINEER / SURVEYOR Spiars Engineering, Inc. 765 Custer Road, Suite 100 Plano, TX 75075 Telephone: (972) 422-0077 TBPE No. F-2121 Contact: John Spiars

September, 2015 SEI Job No. 13-140